

**STATE OF MAINE**  
**THIRD PARTY ADMINISTRATOR (TPA)**  
**Contract Certification**

*When submitting an application, a TPA must ensure that all required contracts are in compliance with Maine statutes (24-A M.R.S.A. Chapter 18) and that the TPA is otherwise in compliance with Maine laws, including, but not limited to:*

- §1906 (3) Administrator will maintain records for 7 years after termination of agreement.
- §1906 (5) Any advertising used by Administrator will have advance approval of sponsor or carrier.
- §1906 (7) Compensation will not be contingent on the loss ratio of the plan.
- §1906 (8) All compensation received by the Administrator from the sponsor, carrier, or covered persons is "expressly set forth in the written agreement".
- §1909 (1-5) All contributions/premiums received by the Administrator except Administrator's fee are held in fiduciary capacity and will not be "used as general operating funds of the Administrator." They will not be deposited into any account other than ATF or sponsor/carrier's own account, and will not be held undeposited by Administrator for more than 30 days.
- No disbursements will be made from ATF except for:
- deposit into a CASA,
  - remittance to sponsor/carrier,
  - return of premiums owned, and
  - Administrator fees (when fully earned).
- ATF will at all times have a balance equal to contributions plus interest less authorized disbursements.
- ATF will be in a Maine financial institution if Administrator is resident or "quasi-resident".
- Checks drawn on Administrator's ATF will clearly indicate this on their face.
- Administrator's records will provide a clear accounting of funds belonging to each plan if same
- ATF is used for more than one plan.
- Administrator may retain float with prior written agreement of sponsor/carrier.
- Administrator will have sponsor/carrier's written consent to investment policy, (which will follow guidelines in §1909 (5).
- §1909 (6-7) All money received by Administrator to pay claims or adjustment expenses will be held in a fiduciary capacity.
- No deposits will be made into or disbursements made from the CASA except for claims and claim adjustment expenses.
- CASA will at all times have balance equal to the amount deposited less claims and claims adjustment expenses paid.
- §1909 (8-10) Administrator will perform a detailed monthly accounting of all fiduciary funds within 45 days after end of each month.
- §1912 Administrator will accept HCFA claim forms.

***PAGE 2 MUST BE COMPLETED AND SIGNED BY AN OFFICER OF THE ORGANIZATION.***

# CONTRACT CERTIFICATION

*I hereby certify that all written contracts I have in force at this time, or will have in force in the future with clients for whom I am performing Third Party Administrator duties contain the minimum provisions required by 24-A M.R.S.A. Chapter 18, and contain no provisions contrary to Maine law.*

*I further certify that in the event any provisions are found to be contrary to Maine laws, those provisions will be null and void.*

*I further certify that I am not assuming any risk in any contract I have in place at this time or will have in place in future.*

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed/Printed Name of above Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of TPA Organization

\_\_\_\_\_  
Date

Subscribed and sworn to before me, a Notary

Public in and for the county of

\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed/Printed Name of Notary

My commission expires \_\_\_\_\_